

Exhibit 9

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

Q+ FOOD, LLC, LAWRENCE
BARTON d/b/a LEGEND MEATS,
LLC; ENCORE PIANO & ORGAN
MOVING, LLC; ALL AMERICAN
MOVING AND STORAGE
DELIVERY, LLC, and WEST
LUMBER & BUILDING SUPPLY
CORP; individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

MITSUBISHI FUSO TRUCK OF
AMERICA, INC.,

Defendant.

CIVIL ACTION NO. 14-cv-06046-
MAS-DEA

**DECLARATION OF DANIEL R. DRAGIN IN SUPPORT
OF CLASS COUNSEL'S MOTION**

THE UNDERSIGNED, Daniel R. Dragin, hereby declares, pursuant to 28

U.S.C. § 1746, as follows:

1. I am the Managing Member of All American Moving, Storage and Delivery, LLC
("All American"), an Ohio Corporation and one of the named Plaintiffs and Class
Representatives in the above-captioned case.

2. I submit this Declaration in support of Class Counsel's Motion For an Award of
Attorneys' Fees, Reimbursement of Expenses, and Service Awards concerning the class action

captioned *Q+Food, LLC, et al. v. Mitsubishi Fuso Truck of America, Inc.* ("Mitsubishi Truck Class Action").

3. The Mitsubishi Truck Class Action involves claims brought on behalf of All American and all others similarly situated for the manufacture of defective commercial trucks by Mitsubishi Fuso Truck of America, Inc. ("MFTA") as further detailed by my experience described below.

4. All American is a moving and storage company with a principal place of business at 3890 Twin Creeks Drive, Columbus, Ohio 43204.

5. On or about May 23, 2012, All American purchased two new 2013 Mitsubishi Fuso FE180s, VIN Nos. JL6CRK1A9DK000117 ("Truck No. 1") and JL6CRK1A1DK000564 ("Truck No. 2") from MFTA's authorized dealer, DeMary Truck ("DeMary") in Columbus, Ohio.

Truck No. 1

6. On April 17, 2013, Truck No. 1 required service by DeMary, which "perfor[ed] V68.1 EEC reprograming" and replaced the NOx sensor. The Truck was not available until the following day.

7. Within several months, on July 16, 2013, the Truck's transmission was not shifting properly and was stuck in one gear until the driver shut off the engine and restarted the vehicle. The Truck was brought back to DeMary and the subsequent repair service invoice noted that there was a "transmission internal failure," requiring removal and replacement of the transmission. The Truck was not available until July 19, 2013.

8. On January 3, 2014, the Truck's Signal Actuation Module ("SAM") and engine system warning light illuminated. The Truck was brought back to DeMary where the diagnosis was that the "engine coolant temp [was] reading inaccurately." The doser was

removed and cleaned, along with mass air flow, intake air temperature and boost sensors. The positive crankcase ventilator valve and crankcase sensors were also cleaned and the Truck's diesel particulate filter sensor was replaced. The Truck was not available until January 13, 2014.

9. Less than two weeks after getting the Truck back from a recent service visit for transmission issues, on March 20, 2014, the Truck's check engine light once again illuminated. The repair service shop performed a "forced regen" and cleared the codes. The Truck was not available until the following day.

10. On July 14, 2014, the Truck's check engine light illuminated yet again, and the Truck's intake and exhaust sensors subsequently failed during inspection. The IAT sensor was replaced, oil was found leaking from the PCV seal, regeneration was performed revealing a high NOx, and the SCR assembly was removed and replaced. The Truck was not available until the following day.

11. On July 16, 2014, the Truck's turbo failed and, upon inspection, DeMary found that the "front cover [was] leaking [and the] DPF [was] contaminated." The repair shop also found that the "intercooler pipes [were] full of oil" and replaced the turbo, DPF and related sensors, gaskets and hardware. After a regeneration, the Truck was returned on July 23, 2014.

12. On August 29, 2014, the engine system lights and buzzer were activated and the Truck was in limp mode. The repair notice noted "PSM advised to replace def tank with updated part." The Truck was road tested and returned on August 29, 2014. In addition, the engine system's red warning light illuminated on the Truck, and DeMary found that the "doser [was] clogged" and the red light illuminated again after a test drive. The doser was cleaned and tested, the vehicle was road tested and returned on the same day.

13. On June 1, 2015, the Truck would not start and the engine system warning light once again illuminated. DeMary found multiple codes and removed the common rail and injection pump. The repair service also found that the "truck is still hard to start due to existing condition of fuel filters. Truck currently has eng/sys warning light on due to failed exhaust." The fuel filters were removed and replaced, along with the exhaust brake. Still, the Truck was not starting properly, and further inspection found the fuel pick up tube was cracked. DeMary replaced the damaged tube and finally the Truck started again. The Truck was not available until June 16, 2015.

14. Truck No. 1 experienced numerous additional related issues and repair attempts, similar to those outlined above, starting in 2013.

Truck No. 2

15. On April 12, 2013, Truck No. 2 required service because the "engine front cover [was] leaking [oil], [and the] front crank seal [was] leaking." The Truck's radiator and shroud were removed, and the cover was loosened, aligned, and the Truck's gasket was replaced. The Truck was not available until April 16, 2013.

16. On September 13, 2013, the Truck's transmission was making noise and jerked while in reverse and there was an oil leak in in the left front engine. DeMary performed a software update to the engine EEC. The Truck was not available until September 16, 2013.

17. On December 2, 2013, the Truck's check engine light was illuminated and its engine system warning was turning on intermittently. DeMary removed and replaced the doser and "clean[ed] MAP, IAT and boost sensors, checked crankcase, contacted psm, advised to replace SCR and temp sensors." The repair shop replaced the SCR and temp sensors. After a regeneration, the check engine light came back on and it was determined that the exhaust brake valve was sticking. DeMary replaced the exhaust brake, cleared codes and performed a

regeneration. Other maintenance services were performed, and the Truck was finally returned for pick up on December 10, 2013.

18. On March 25, 2014, the engine system warning lights were again illuminated, and the Truck was unable to exceed 40 miles per hour. Additionally, the SAM light was the only light on the dash. The codes could not be cleared and multiple other maintenance services were performed. The Truck was not available until April 1, 2014.

19. On May 13, 2014, the Truck's engine system warning light again illuminated and the truck would not exceed 45 miles per hour. The repair invoice indicated that the "engine temp does not stay constant, like thermostat is sticking open. Drained coolant and inspect stat, seal broken. Replace stat and refill coolance [sic]." The doser was cleaned and the vehicle was regenerated, at which time the Truck started smoking. The repair invoice indicated that the turbo needed replacement, and was replaced. The codes were then cleared and the Truck was finally released on May 23, 2014.

20. On June 2, 2014, the Truck was in need of service due to the engine systems light illuminating and the vehicle having no power. Degel Truck Center in St. Louis, Missouri, serviced the vehicle, noting "lift pump was not working. R&R pump, engine was no start. Shows no replace injection pump, replaced pump. Engine still no start." After replacing the return line from the injectors, the engine still did not start. The head was reinstalled with new injectors, and the common rail was replaced. Other maintenance was performed on the fuel tank. The Truck was not available until June 18, 2014.

21. On September 22, 2014, the Truck's DEF warning light illuminated, and the transmission was not working correctly. A software upgrade was completed and codes were cleared before returning the vehicle on September 24, 2014.

22. On January 20, 2015, the Truck's engine system warning light illuminated and the vehicle lost all power. The repair invoice noted the Truck "is now a crank no start." The Truck's wiring was repaired and its boost sensor and IAT were removed for inspection and cleaned. Among other maintenance repairs, the exhaust was also found to be leaking, the Truck's harness was repaired along with the exhaust gasket and EGR pipe, a turbo and mixing pipe were installed, and the vehicle was regenerated. In addition, the Truck's transmission system warning light illuminated and broken wiring for the ABS wheel speed sensor was repaired. Due to the starter and belt tensioner and idler making noise, multiple replacements were made. The Truck was finally returned on January 27, 2015.

23. On June 16, 2015, the Truck was unable to operate and its engine system warning light, check engine, and DEF warning lights were illuminated. Among other repairs, the Truck's filter was replaced, along with the PVC element. After a regeneration, the Truck was finally returned on June 25, 2015.

24. On August 27, 2015, the Truck's DPF light was flashing and the driver was unable to regenerate the vehicle. The regeneration light was found to be flashing and the engine system plus amber check engine light illuminated. Additionally, the transmission would not drive into first gear when the vehicle was first started. The transmission was reinstalled, and after a test drive the transmission was found "jerking from dead stop and shifting hard." DeMary removed and replaced the transmission again. The Truck was finally returned on September 3, 2015.

25. Truck No. 2 experienced numerous additional related issues and repair attempts, similar to those outlined above, starting shortly after its purchase in 2012.

26. After recognizing that MFTA had placed into commerce numerous trucks having similar defects as the Truck purchased by All American, I decided to bring a claim for class-

wide relief against MFTA on behalf of myself and all persons similarly situated who purchased or leased a defective truck from MFTA.

27. In furtherance of my retention of Attorney Goldich to represent All American in this action, I reviewed in detail and executed an agreement containing the duties of a Class Representative to the members of the Class under the Federal Rules of Civil Procedure. I understand the duties and have agreed to comply with the provisions therein.

28. In furtherance of the efforts to obtain relief for the Class, I have assisted Attorney Goldich and Co-Counsel James Shah, Michael Donovan, Robert W. Murphy, and Natalie F. Bennett (collectively "Class Counsel") in the prosecution of this action. My efforts have included, among other things, numerous telephone conferences and email communications with Class Counsel and organizing the records for All American with respect to the repairs for the Truck and to document the damages sustained.

29. In addition to the time spent investigating the claims, organizing records and information about the Trucks and their problems, I was personally available by telephone to discuss the details of the case and to discuss settlement with Class Counsel, as necessary, during mediation sessions conducted with the Honorable Edward A. Infante (retire) of JAMS in San Francisco, California.

30. Following the last mediation, the parties continued settlement negotiations for several months while the specific terms for the Class benefits and administration were negotiated. After several more weeks of negotiation, a Class Action Settlement Agreement ("Settlement Agreement") was reached between the parties, which provided for benefits for all persons who had the same experience with respect to defective trucks manufactured by MFTA.

31. I understand the material terms of the Settlement Agreement includes:

a. Settlement Fund - that MFTA will establish a settlement fund of \$17,500,000.00 to pay monetary benefits to Settlement Class Members, after payment of attorney's fees, settlement administration expense and other related charges. The distribution to Settlement Class Members will depend on the number of "qualified repairs" during the ownership period of the Settlement Class Members or, alternatively, the amount of certain consequential losses that Class Members can prove with documentation, up to \$10,000 for each truck.

b. Buy-Back Option - that in addition to monetary payment, a Settlement Class Member who currently owns or leases a subject vehicle, and who has had nine (9) or more qualified repairs, and a mileage of at least 110,000 miles and has not had an emissions recall performed, may request that the vehicle be bought back for fair market value.

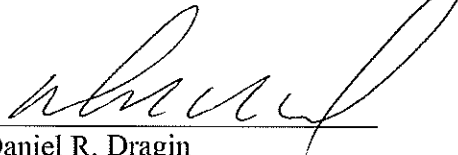
c. Attorney's Fees, Costs and Other Expenses - that Class Counsel seek an award of attorney's fees of up to a maximum of 25% of the Settlement Fund, plus reimbursement of reasonable expenses not to exceed \$100,000.00.

32. I understand that the Settlement Agreement provides that I will receive fifteen thousand dollars (\$15,000.00) as compensation for my services ("Representative Compensation"). I understand that the Representative Compensation is subject to approval by the Court in its sound discretion.

33. Based on the information made known to me concerning the issues in the Mitsubishi Truck Class Action, including defenses of MFTA, I believe that the Settlement Agreement is in the best interest of the Class and should be approved.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 5th day of JANUARY, 2017 in COLUMBUS, OHIO


Daniel R. Dragin